Binns v. *United States*, 194 U. S. 486, 491, 24 Sup. Ct. 816, 817. Moreover, the United States Supreme Court has held corporations to be federal when formed under acts for the District of Columbia. *Knights of Pythias* v. *Kalinski*, 163 U. S. 289, 16 Sup. Ct. 1047. But see *Daly* v. *National Life Ins. Co.*, 64 Ind. 1. The principal case must rest on the proposition that upon the admission of a territory into the Union corporations created under territorial law become *de jure* corporations of the state. See *Kansas Pacific Ry. Co.* v. *Atchison, Topeka & Santa Fé R. Co.*, 112 U. S. 414, 415, 5 Sup. Ct. 208.

INSURANCE — DEFENSES OF INSURER — SUICIDE OF INSURED. — A life insurance policy waived the statutory defense of death by suicide. *Held*, that the waiver was not contrary to public policy. *Mutual Life Ins. Co.* v. *Durden*, 72 S. E. 295 (Ga., Ct. App.). See NOTES, p. 283.

INSURANCE — INSURANCE AGENTS — EFFECT OF DELIVERY OF POLICY TO AGENT. — An application for an insurance policy provided that the insurance should not take effect unless the policy was delivered to the insured. The policy was forwarded to a general agent of the company who failed to deliver it to the soliciting agent because of the indebtedness of the soliciting agent to the company. The applicant died before the policy was handed over to him or to the soliciting agent. *Held*, that there can be a recovery on the policy. *New York Life Ins. Co.* v. *Pike*, 117 Pac. 899 (Colo., Sup. Ct.).

It is generally held that delivery to the agent is delivery to the applicant, since the agent is not the agent to hold the policy for the company, but to hold it for and give it to the applicant. *New York Life Ins. Co.* v. *Babcock*, 104 Ga. 67, 30 S. E. 273; *Hallock* v. *Commercial Ins. Co.*, 26 N. J. L. 268. It is not material that the agent receiving delivery is not the agent who procured the application. *Kilborn* v. *Prudential Ins. Co.*, 99 Minn. 176, 108 N. W. 861. It has been held that the contract of insurance is not complete until communication to the applicant of the acceptance of the application. *Kilcullen* v. *Metropolitan Life Ins. Co.*, 108 Mo. App. 61, 82 S. W. 966; *Busher* v. *New York Life Ins. Co.*, 72 N. H. 551, 58 Atl. 41. But it is generally held that such communication is not necessary. *Hallock* v. *Commercial Ins. Co.*, *supra*; *Kilborn* v. *Prudential Ins. Co.*, *supra*. The correctness of the decisions in the latter cases would seem to depend on whether the application contemplated an acceptance by an act and whether that act had been done. The principal case may be supported on the ground that the application contemplated an acceptance by the act of the delivery of the policy to the insured or the company's agent for him.

INTERSTATE COMMERCE — CONTROL BY STATES — JURISDICTION OF STATE COURT OVER ACTION BY CARRIER TO RECOVER UNPAID BALANCE OF SCHEDULE RATE. — A carrier by mistake charged less for an interstate shipment of freight than the rate scheduled in accordance with the Interstate Commerce Act. *Held*, that the carrier can maintain an action for the difference in a state court. *Baltimore & Ohio Southwestern Ry. Co.* v. *New Albany Box & Basket Co.*, 96 N. E. 28 (Ind., App. Ct.).

Any contract at variance with the schedule rate is void, and the carrier may recover the sum due him under the Act. *Louisiana Ry. & Navigation Co.* v. *Holly*, 127 La. 615, 53 So. 882. *Cf. Texas & Pacific Ry. Co.* v. *Mugg*, 202 U. S. 242, 26 Sup. Ct. 628. In the absence of federal regulation to the contrary, state courts may entertain suits arising from interstate commerce. *Midland Valley R. Co.* v. *Hoffman Coal Co.*, 91 Ark. 180, 120 S. W. 380; *Western Union Tel. Co.* v. *Call Publishing Co.*, 181 U. S. 92, 21 Sup. Ct. 561. Federal statutes may be enforced in state courts. *Central of Georgia Ry. Co.* v. *Sims*, 169 Ala. 295, 53 So. 826; *Bradbury* v. *Chicago, R. I. & P. Ry. Co.* 149 Ia. 51, 128 N. W. 1.